

Exhibit 330

(Filed Under Seal)

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Page 1

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3

4 _____
5 IN RE NAMENDA DIRECT)
6 PURCHASER ANTITRUST) Civil Action No.
7 LITIGATION) 1:15-cv-07488-CM
8 _____

9 SUN PHARMACEUTICAL INDUSTRIES, INC.

10 TWO INDEPENDENCE WAY

11 PRINCETON, NEW JERSEY 08540

12 AUGUST 31, 2017

13 9:21 A.M.

14
15 *****HIGHLY CONFIDENTIAL*****

16 VIDEOTAPED

17 RULE 30(b)(6) DEPOSITION

18 OF

19 SUN PHARMACEUTICAL INDUSTRIES, INC.

20 BY AND THROUGH ITS DESIGNEE

21 BHARATI NADKARNI, PH.D. (TECH)
22

23 REPORTED BY:

24 DEBRA SAPIO LYONS, RDR, CRR, CRC, CCR, CLR, CPE

25 JOB NO. NY 2677298

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<p style="text-align: right;">Page 46</p> <p>1 generic memantine; correct?</p> <p>2 A. Yes.</p> <p>3 Q. If you could direct your</p> <p>4 attention to the attachments to the letter,</p> <p>5 specifically the settlement agreement and</p> <p>6 the licensing agreement. For the</p> <p>7 settlement agreement if you could turn to</p> <p>8 Page 9.</p> <p>9 A. (The witness complies with the</p> <p>10 request of counsel.)</p> <p>11 Q. So there's multiple Page 9s</p> <p>12 because there's different signature pages</p> <p>13 for each. If you could turn to the Page 9</p> <p>14 that has Sun Pharmaceutical Industry</p> <p>15 Limited's signature.</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. [REDACTED]</p> <p>[REDACTED]</p> <p>24 Q. Is this a complete and accurate</p> <p>25 copy of the settlement agreement that Sun</p>	<p style="text-align: right;">Page 48</p> <p>1 its generic memantine ANDA on May 5th,</p> <p>2 2010; correct?</p> <p>3 A. Yes.</p> <p>4 MR. BAVE: The court</p> <p>5 reporter will hand you Sun</p> <p>6 Exhibit 7 which has Document Number</p> <p>7 SUN0007329.</p> <p>8 (Exhibit Sun-7, letter</p> <p>9 bearing Bates Numbers SUN0007329</p> <p>10 through SUN0007332, is marked for</p> <p>11 identification.)</p> <p>12 THE WITNESS: (Reviewing</p> <p>13 document.)</p> <p>14 BY MR. BAVE:</p> <p>15 Q. Ready?</p> <p>16 A. Yes.</p> <p>17 Q. This is a May 5th, 2010 letter</p> <p>18 from the FDA granting final approval of</p> <p>19 Sun's ANDA for generic memantine; correct?</p> <p>20 A. Yes.</p> <p>21 MR. CHIOREAN: Objection,</p> <p>22 form.</p> <p>23 BY MR. BAVE:</p> <p>24 Q. The letter notes that it's</p> <p>25 backdated to May 5th, 2010 because of a</p>
<p style="text-align: right;">Page 47</p> <p>1 entered into with Forest for the generic</p> <p>2 memantine litigation?</p> <p>3 A. Yes.</p> <p>4 Q. If you could turn to the</p> <p>5 signature pages of the licensing</p> <p>6 agreement --</p> <p>7 A. (The witness complies with the</p> <p>8 request of counsel.)</p> <p>9 Q. -- which is on Page 14, Sun's</p> <p>10 signature.</p> <p>11 A. (The witness complies with the</p> <p>12 request of counsel.)</p> <p>13 Q. [REDACTED]</p> <p>[REDACTED]</p> <p>17 Q. And is this a true and accurate</p> <p>18 copy of the licensing agreement between Sun</p> <p>19 and Forest?</p> <p>20 A. Yes.</p> <p>21 Q. You can put that document aside,</p> <p>22 but keep it handy because we'll come back</p> <p>23 to it. Okay?</p> <p>24 A. Sure.</p> <p>25 Q. Sun received final approval for</p>	<p style="text-align: right;">Page 49</p> <p>1 minor change to the Sun entity on the</p> <p>2 letter; correct?</p> <p>3 A. Yes.</p> <p>4 Q. Was this letter received and</p> <p>5 maintained in the normal course of business</p> <p>6 at Sun?</p> <p>7 A. Yes.</p> <p>8 Q. If you look to the first page in</p> <p>9 the fourth paragraph, it reads, "We have</p> <p>10 completed the review of this ANDA and have</p> <p>11 concluded that adequate information has</p> <p>12 been presented to demonstrate that the drug</p> <p>13 is safe and effective for use as</p> <p>14 recommended in the submitted labeling.</p> <p>15 Accordingly, the ANDA is approved,</p> <p>16 effective on the date of this letter."</p> <p>17 Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. And you understand that although</p> <p>20 the letter was backdated, the operative</p> <p>21 date is May 5th, 2010?</p> <p>22 A. Yes.</p> <p>23 Q. If you turn to Page 2, the last</p> <p>24 sentence of the first full paragraph reads,</p> <p>25 "You also notified the agency that Forest</p>

13 (Pages 46 - 49)

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Page 62

1 A. I don't really understand this.
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 MR. CHIOREAN: Objection to
 9 form.
 10 [REDACTED]
 11 [REDACTED]
 12 BY MR. BAVE:
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]

Page 63

1 MR. CHIOREAN: Objection,
 2 form, misstates the law.
 3 [REDACTED]
 4 BY MR. BAVE:
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 MR. LEFKOWITZ: Objection to
 11 the form.
 12 [REDACTED]
 13 [REDACTED]
 14 BY MR. BAVE:
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 MR. LEFKOWITZ: Objection,
 20 calls for speculation.
 21 THE WITNESS: [REDACTED]
 22 [REDACTED]
 23 BY MR. BAVE:
 24 Q. If you look at Provision 1.12,
 25 the launch date, you'll notice that the

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1 language includes extensions for pediatric
 2 exclusivity whether granted before, on, or
 3 after the execution date.
 4 Do you see that?
 5 A. Yes.
 6 Q. You understand that it provides
 7 for pediatric exclusivity in the future
 8 after the date of the settlement; correct?
 9 A. That's right.
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 MR. CHIOREAN: Objection,
 15 form, foundation.
 16 [REDACTED]
 17 BY MR. BAVE:
 18 Q. Sun actually launched its
 19 generic memantine product; correct?
 20 A. Yes.
 21 Q. Sun launched on the first day
 22 that generics could enter the market on
 23 July 11th, 2015; correct?
 24 A. I think it would be right to say
 25 that Sun launched on the day that Sun was

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1 allowed under the agreement with Forest.
 2 Q. And that was July 11th, 2015;
 3 correct?
 4 A. Yes.
 5 MR. BAVE: The court
 6 reporter is going to hand you
 7 what's being marked Sun Exhibit 9,
 8 which is Document Number
 9 SUN0007310.
 10 (Exhibit Sun-9, e-mail
 11 correspondence bearing Bates
 12 Numbers SUN0007310 through
 13 SUN0007312, is marked for
 14 identification.)
 15 THE WITNESS: (Reviewing
 16 document.)
 17 BY MR. BAVE:
 18 Q. Ready?
 19 A. Yes.
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]
 23 [REDACTED]
 24 Do you see that?
 25 A. Yes.

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[illegible]

Page 69

[illegible]

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<p style="text-align: right;">Page 70</p> <p>1 MR. BAVE: The court</p> <p>2 reporter will hand you what's being</p> <p>3 marked Sun Exhibit 10.</p> <p>4 This is a e-mail with two</p> <p>5 attachments. The first document</p> <p>6 Number is SUN0007178.</p> <p>7 (Exhibit Sun-10 e-mail</p> <p>8 correspondence with attachment</p> <p>9 bearing Bates Numbers SUN0007178</p> <p>10 through SUN0007183, is marked for</p> <p>11 identification.)</p> <p>12 THE WITNESS: (Reviewing</p> <p>13 document.)</p> <p>14 BY MR. BAVE:</p> <p>15 [REDACTED]</p> <p>21 A. Yes.</p> <p>22 Q. Did you receive this e-mail on</p> <p>23 or about April 1st, 2015?</p> <p>24 A. Yes.</p> <p>25 Q. Did you receive it in the normal</p>	<p style="text-align: right;">Page 72</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p style="text-align: right;">Page 71</p> <p>1 course of your job responsibilities at Sun?</p> <p>2 A. Yes.</p> <p>3 Q. This is an e-mail chain</p> <p>4 discussing the status of the generic</p> <p>5 memantine launch; correct?</p> <p>6 A. Yes.</p> <p>7 Q. And this is sent about a little</p> <p>8 over three months before the actual launch</p> <p>9 date; is that right?</p> <p>10 A. Yes.</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 Do you see that?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 73</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 Q. When we referred earlier to a</p> <p>15 drug substance, is that the same thing as</p> <p>16 an active pharmaceutical ingredient?</p> <p>17 A. That's right.</p> <p>18 Q. And it's sometimes referred to</p> <p>19 as API; is that correct?</p> <p>20 A. Right.</p> <p>21 Q. My understanding is the drug</p> <p>22 product was manufactured at Sun's Dadra</p> <p>23 plant and the active ingredient was</p> <p>24 manufactured at the Ahm -- can you --</p> <p>25 what --</p>

19 (Pages 70 - 73)

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<p style="text-align: right;">Page 122</p> <p>1 '703 Patent on January 25th, 2008; correct?</p> <p>2 A. Yes.</p> <p>3 Q. And Sun and Actavis entered into</p> <p>4 a settlement agreement on [REDACTED]</p> <p>5 releasing all the claims regarding the</p> <p>6 infringement of the '703 Patent; correct?</p> <p>7 A. Yes.</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 Q. If you could, turn to Exhibit 6.</p> <p>13 A. (The witness complies with the</p> <p>14 request of counsel.)</p> <p>15 Q. This is the settlement and</p> <p>16 licensing agreement we saw earlier.</p> <p>17 If you could turn to Section 4</p> <p>18 of the settlement agreement which is on</p> <p>19 Page 2, there's a provision there called</p> <p>20 "Legal Compliance."</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 124</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 MR. CHIOREAN: Objection,</p> <p>15 form.</p> <p>16 THE WITNESS: [REDACTED]</p> <p>17 BY MR. BAVE:</p> <p>18 Q. If you turn to the licensing</p> <p>19 agreement now, Section 2.5.</p> <p>20 A. (The witness complies with the</p> <p>21 request of counsel.)</p> <p>22 Q. This section is entitled</p> <p>23 "Litigation Expenses Defrayed and Avoided</p> <p>24 By the Settlement Agreement and This</p> <p>25 Licensing Agreement."</p>
<p style="text-align: right;">Page 123</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 125</p> <p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. The provision reads, (as read):</p> <p>4 "Sun has represented that its attorney's</p> <p>5 fees and costs to date in the action have</p> <p>6 exceeded [REDACTED]."</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Is that an accurate</p> <p>10 representation as to the amount of the</p> <p>11 attorney's fees as of the date of the</p> <p>12 settlement?</p> <p>13 A. Yes.</p> <p>14 Q. What are typical litigation</p> <p>15 costs, including attorney's fees, in patent</p> <p>16 actions taken to trial?</p> <p>17 A. I'm sorry. Can you say that</p> <p>18 again?</p> <p>19 Q. Sure. What are the typical</p> <p>20 litigation costs, including attorney's</p> <p>21 fees, in patent litigations taken to trial?</p> <p>22 A. [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

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<p style="text-align: right;">Page 126</p> <p>1 [REDACTED] 2 Q. What if a case is taken through 3 trial and appealed, do you have an 4 understanding of the average costs that 5 that would entail? 6 A. [REDACTED] 7 [REDACTED] 8 Q. Can you direct your attention to 9 Section 1.12 of the licensing agreement? 10 This is the one we looked at earlier, the 11 "Launch Date." 12 A. (The witness complies with the 13 request of counsel.) 14 Q. And looking at Section (a) of 15 the Launch Date, the three calendar months 16 prior to expiration of the '703 Patent, 17 including any extensions and/or pediatric 18 exclusivity, whether granted before, on or 19 after the execution date," we looked at 20 that language; correct? 21 A. Yes. [REDACTED] [REDACTED] [REDACTED]</p>	<p style="text-align: right;">Page 128</p> <p>1 earlier launch date, is in Sun's 2 independent best interest; correct? 3 A. Yes. 4 Q. Because it allows Sun the 5 earliest entry possible into the market; 6 correct? 7 A. That's correct. 8 Q. Are you familiar with the term 9 "at risk" in connection with a launch? 10 A. Yes. 11 Q. What's your understanding of 12 what that means? 13 [REDACTED] [REDACTED] [REDACTED] [REDACTED] 18 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>
<p style="text-align: right;">Page 127</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] 5 Q. And do you see at the bottom of 6 that clause it says, "Unless accelerated as 7 described herein"? 8 A. Yes. 9 Q. Can you turn to page -- or 10 excuse me -- Clause 4.3? 11 Do you understand this to be an 12 acceleration clause? 13 A. Yes. 14 Q. And you understand that it means 15 that if any generic is able to launch 16 earlier than Sun, Sun's entry date would 17 accelerate to that earlier date; correct? 18 A. Yes. 19 Q. Including a provision such as 20 this to accelerate the date is in Sun's 21 independent best interest; correct? 22 A. Sorry? 23 Q. Including a provision such as 24 this, which accelerates Sun's launch date 25 in the event that another generic gets an</p>	<p style="text-align: right;">Page 129</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 7 MR. CHIOREAN: Objection, 8 form. 9 BY MR. BAVE: [REDACTED] [REDACTED] [REDACTED] [REDACTED] 15 MR. CHIOREAN: Objection, 16 form. 17 BY MR. BAVE: 18 Q. So the settlement and license 19 agreement that we were just looking at was 20 a result of a back-and-forth negotiation 21 between Sun and Forest; correct? 22 A. Yes. 23 Q. Before Sun settled the patent 24 litigation, did it discuss the terms of 25 the patent litigation settlements with any</p>

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<p style="text-align: right;">Page 130</p> <p>1 other generic memantine manufacturers?</p> <p>2 A. No.</p> <p>3 Q. Are you aware of any individuals</p> <p>4 at Sun that communicated with the other</p> <p>5 generic manufacturers about the terms of</p> <p>6 Sun's patent settlement with Forest?</p> <p>7 A. No.</p> <p>8 Q. Did anyone at Sun disclose the</p> <p>9 terms of the settlement with Forest to</p> <p>10 other generic manufacturers?</p> <p>11 A. No.</p> <p>12 Q. At no time during those</p> <p>13 negotiations did Sun communicate with any</p> <p>14 of the other generic defendants concerning</p> <p>15 the settlement agreement; right?</p> <p>16 A. We did not.</p> <p>17 Q. To your knowledge, before</p> <p>18 entering the settlement agreement, did</p> <p>19 Forest ever provide copies of its</p> <p>20 settlement agreements with the other</p> <p>21 generics to Sun?</p> <p>22 A. No.</p> <p>23 Q. And at no time after Sun had</p> <p>24 executed the settlement agreement did Sun</p> <p>25 communicate with the other generics about</p>	<p style="text-align: right;">Page 132</p> <p>1 (A recess is held from</p> <p>2 11:47 p.m. to 12:04 p.m.)</p> <p>3 THE VIDEOGRAPHER: On the</p> <p>4 record. 12:04.</p> <p>5 BY MS. HENNINGS:</p> <p>6 Q. Good afternoon, Dr. Nadkarni.</p> <p>7 My name is Kimberly Hennings and</p> <p>8 I represent the direct purchaser</p> <p>9 plaintiffs. I'm going to be asking you</p> <p>10 some more questions.</p> <p>11 A. Good afternoon.</p> <p>12 Q. Before we start, I'd like to</p> <p>13 briefly go through your educational</p> <p>14 background. Do you have an undergraduate</p> <p>15 degree?</p> <p>16 A. Yes.</p> <p>17 Q. And what is that degree in?</p> <p>18 A. Pharmacy.</p> <p>19 Q. And where did you obtain that</p> <p>20 degree?</p> <p>21 A. University of Mumbai.</p> <p>22 Q. Do you have any graduate</p> <p>23 degrees?</p> <p>24 A. Yes.</p> <p>25 Q. And what are those degrees?</p>
<p style="text-align: right;">Page 131</p> <p>1 the terms of the settlement agreement; is</p> <p>2 that right?</p> <p>3 A. We did not.</p> <p>4 MR. BAVE: Well, thank you</p> <p>5 very much. That's all the</p> <p>6 questions I have at this time. I'm</p> <p>7 reserving my right to ask a few</p> <p>8 more after the Plaintiffs go.</p> <p>9 THE WITNESS: Sure.</p> <p>10 MR. BAVE: Thank you. Why</p> <p>11 don't we go off the record?</p> <p>12 MR. LEFKOWITZ: Before we go</p> <p>13 off --</p> <p>14 THE VIDEOGRAPHER: Off the</p> <p>15 record 11 --</p> <p>16 MR. LEFKOWITZ: -- before we</p> <p>17 go off the record, I just want to,</p> <p>18 just given what -- the testimony, I</p> <p>19 want to make sure we note this as</p> <p>20 highly confidential.</p> <p>21 MR. BAVE: Sure. We have no</p> <p>22 problem with that.</p> <p>23 MR. LEFKOWITZ: Okay.</p> <p>24 THE VIDEOGRAPHER: Off the</p> <p>25 record 11:47.</p>	<p style="text-align: right;">Page 133</p> <p>1 A. A masters in pharmacy.</p> <p>2 Q. And where did you obtain that</p> <p>3 masters?</p> <p>4 A. Also from the University of</p> <p>5 Mumbai.</p> <p>6 Q. Do you have any other graduate</p> <p>7 degrees?</p> <p>8 A. I have a doctorate in pharmacy.</p> <p>9 Q. And where did you get that</p> <p>10 doctorate?</p> <p>11 A. University of Mumbai.</p> <p>12 Q. Any other degrees?</p> <p>13 A. No.</p> <p>14 Q. Are you an attorney?</p> <p>15 A. No.</p> <p>16 Q. Do you have any -- have you had</p> <p>17 any formal legal training?</p> <p>18 A. No.</p> <p>19 Q. Okay. I believe you said your</p> <p>20 current position is Vice-President for</p> <p>21 Portfolio Planning and IP Litigation; is</p> <p>22 that right?</p> <p>23 A. Yes.</p> <p>24 Q. Have you ever worked in</p> <p>25 Regulatory Affairs?</p>

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1 from reading what it says here, I really
 2 don't have a view on this because it just
 3 says, [REDACTED]
 [REDACTED] so I don't know.
 5 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 10 MR. BAVE: Objection, lacks
 11 foundation, calls for speculation.
 12 [REDACTED]
 [REDACTED]
 [REDACTED]
 15 BY MS. HENNINGS:
 16 [REDACTED]
 [REDACTED]
 [REDACTED]
 19 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Page 215

1 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 6 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 11 MR. LEFKOWITZ: Objection,
 12 lack of foundation.
 13 MR. BAVE: Join.
 14 [REDACTED]
 [REDACTED]
 17 BY MS. HENNINGS:
 18 Q. Okay. You can put that aside.
 19 A. (The witness complies with the
 20 request of counsel.)
 21 MS. HENNINGS: Let's take a
 22 quick break so I can see if I have
 23 anything else.
 24 MR. LEFKOWITZ: That would
 25 be great.

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1 THE WITNESS: Sure.
 2 THE VIDEOGRAPHER: Off the
 3 record. 2:02.
 4 (A recess is held from
 5 2:04 p.m. to 2:15 p.m.)
 6 THE VIDEOGRAPHER: We're on
 7 the record. 2:15. This is the
 8 beginning of Tape Number 5.
 9 BY MS. HENNINGS:
 10 Q. Okay. I just have a few more
 11 questions. So earlier we talked about all
 12 the different steps that Sun takes when
 13 it's getting ready to launch a product,
 14 right, and all of the different teams that
 15 Sun uses to get ready for launch; right?
 16 A. Yes.
 17 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 21 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

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1 [REDACTED]
 [REDACTED]
 3 MR. BAVE: Objection, lacks
 4 foundation, calls for speculation.
 5 THE WITNESS: [REDACTED]
 6 BY MS. HENNINGS:
 7 [REDACTED]
 [REDACTED]
 10 MR. BAVE: Objection, lacks
 11 foundation, calls for speculation.
 12 THE WITNESS: [REDACTED]
 13 BY MS. HENNINGS:
 14 Q. [REDACTED]
 [REDACTED]
 17 MR. BAVE: Objection, lacks
 18 foundation.
 19 MR. LEFKOWITZ: Objection,
 20 lacks foundation.
 21 THE WITNESS: [REDACTED]
 22 BY MS. HENNINGS:
 23 Q. [REDACTED]
 [REDACTED]
 25 MR. BAVE: Objection, lacks

55 (Pages 214 - 217)

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF SEPTEMBER 1, 2016. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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